

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
312 853-7000 FAX 312-853-7312

2049 CENTURY PARK EAST
LOS ANGELES CALIFORNIA 90067
213 553-8100 FAX 213-556-8544

875 THIRD AVENUE
NEW YORK, NEW YORK 10022
212 418-2100 FAX 212-418-2165

1722 EYE STREET, NW
WASHINGTON, D.C. 20006
TELEPHONE 202 429-4000
TELEX 89-463
FACSIMILE 202 429-6144

18 KING WILLIAM STREET
LONDON, EC4N 7SA ENGLAND
441 621-1616 FAX 441-626 7937

5 SHENTON WAY
SINGAPORE 0106
65 224-5000 FAX 65 224 0530

ASSOCIATED OFFICE

HASHIDATE LAW OFFICE
IMPERIAL TOWER, 7TH FLOOR
1-1 UCHISAIWAICHO 1 CHOME
CHIYODA-KU TOKYO 100 JAPAN
03-504 3800 FAX 03-504-1009

January 30, 1990

RECORDATION NO. 16698E FILED 1488

BY HAND

JAN 30 1990 -11 05 AM

INTERSTATE COMMERCE COMMISSION

Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed are an original and two copies of certain documents, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The documents to be recorded are:

(1) an Equipment Trust and Security Agreement Supplement No. 2, a secondary document, dated as of January 30, 1990, to be assigned Recordation No. 16698-E; the primary document to which this is connected is recorded under Recordation No. 16698-C and was dated as of December 15, 1989;

(2) a Lease Supplement No. 3, a secondary document, dated as of January 30, 1990, to be assigned Recordation No. 16698-F; the primary document to which this is connected is recorded under Recordation No. 16698 and was dated as of December 15, 1989.

The names and addresses of the parties to the documents are as follows:

Equipment Trust and Security Agreement Supplement No. 2

Owner-Trustee:

Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

Victoria Burton

Conradly

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Security Trustee:

The Connecticut Bank & Trust Company,
National Association
One Constitutional Plaza
Hartford, Connecticut 06115

Lease Supplement No. 3

Owner-Trustee:

Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

Lessee:

Soo Line Railroad Company
Soo Line Railroad Building
105 South Fifth Street
Minneapolis, MN 55440

A description of the equipment covered by these documents follows:

128 4,000 cubic feet open top hopper cars, bearing Soo road numbers: SOO 62131 through 62149 (both inclusive); SOO 62151; SOO 62154; SOO 62155; SOO 62157 through 62165 (both inclusive); SOO 62174 through 62185 (both inclusive); SOO 62187 through 62189 (both inclusive); SOO 62201 through 62203 (both inclusive); SOO 62212 through 62257 (both inclusive); SOO 62264 through 62282 (both inclusive); SOO 62284 through 62298 (both inclusive).

A fee of \$30.00 is enclosed to cover these recordations. Please stamp and return to the messenger any documents not needed by the Commission for recordation, along with a stamped copy of this letter.

A short summary of the documents, to appear in the Commission's index, follows:

Equipment Trust and Security Agreement Supplement No. 2:

Equipment Trust and Security Agreement Supplement No. 2 between Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890 and the Connecticut Bank and Trust Company, National Association, One Constitutional Plaza, Hartford,

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January 30, 1990
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Connecticut 06115, dated as of January 30, 1990, and covering 128 4,000 cubic feet open top hopper cars, bearing Soo road numbers: SOO 62131 through 62149 (both inclusive); SOO 62151; SOO 62154; SOO 62155; SOO 62157 through 62165 (both inclusive); SOO 62174 through 62185 (both inclusive); SOO 62187 through 62189 (both inclusive); SOO 62201 through 62203 (both inclusive); SOO 62212 through 62257 (both inclusive); SOO 62264 through 62282 (both inclusive); SOO 62284 through 62298 (both inclusive).

Lease Supplement No. 3:

Lease Supplement No. 3 between Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890 and Soo Line Railroad Company, Soo Line Railroad Building, 105 South Fifth Street, Minneapolis, MN 55440, dated as of January 30, 1990, and covering 128 4,000 cubic feet open top hopper cars, bearing Soo road numbers: SOO 62131 through 62149 (both inclusive); SOO 62151; SOO 62154; SOO 62155; SOO 62157 through 62165 (both inclusive); SOO 62174 through 62185 (both inclusive); SOO 62187 through 62189 (both inclusive); SOO 62201 through 62203 (both inclusive); SOO 62212 through 62257 (both inclusive); SOO 62264 through 62282 (both inclusive); SOO 62284 through 62298 (both inclusive).

Sincerely,



Brian L. Rubin

Enclosures

RECORDATION NO. 16698-E
FILED 1423

JAN 30 1990 -11 05 AM

INTERSTATE COMMERCE COMMISSION

auser1/prploer/1009844-E/012490

EQUIPMENT TRUST AND SECURITY AGREEMENT
SUPPLEMENT NO. 2

EQUIPMENT TRUST AND SECURITY AGREEMENT SUPPLEMENT NO. 2
(this "Supplement") dated January 30, 1990, between WILMINGTON
TRUST COMPANY, a Delaware banking corporation, not individually
but solely as Trustee (the "Owner-Trustee") under Soo Line Trust
No. 89-1, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL
ASSOCIATION, a national banking association (the "Security
Trustee").

W I T N E S S E T H:

The Equipment Trust and Security Agreement dated as of
December 15, 1989 (herein called the "Security Agreement") from
the Owner-Trustee to the Security Trustee, provides for the
execution and delivery of a Supplement thereto substantially in
the form hereof, which shall particularly describe the Items of
Equipment (such term and other defined terms in the Security
Agreement being herein used with the same meanings) being settled
for on the date hereof and shall specifically grant a security
interest in such Items of Equipment;

The Owner-Trustee in consideration of the premises and
other good and valuable consideration, receipt whereof is hereby
acknowledged, and intending to be legally bound, and in order to
secure the equal and pro rata payment of both the principal of and
interest and premium, if any, upon all Notes at any time
outstanding under the Security Agreement according to their tenor
and effect, and to secure the payment of all other Secured
Indebtedness and the performance and observance of all the
covenants and conditions contained in the Notes, the Security
Agreement and the Participation Agreement, does hereby convey,
warrant, mortgage, assign, pledge and grant unto the Security
Trustee, its successors in trust and assigns, forever, for the
ratable use and benefit of the holders of the Notes, a security
interest in, all right, title and interest of the Owner-Trustee in
the Items of Equipment described in Schedule 1 attached hereto, as
the same is now and will hereafter be constituted, whether now
owned by the Owner-Trustee or hereafter acquired, leased or to be
leased under the Lease, together with all accessories, equipment,
parts and appurtenances appertaining or attached to such Items of
Equipment, whether now owned or hereafter acquired, and all
substitutions, renewals or replacements of and additions,
improvements, accessions and accumulations to such Items of
Equipment together with all the rents, issues, income, profits and
avails thereof, subject, however, to the interest of the Lessee
under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Security Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Security Agreement for the equal and proportionate benefit, security and protection of all present and future holders of the Notes.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Security Agreement-Trust Deed Supplement may refer to the "Security Agreement-Trust Deed dated as of December 15, 1989" or the "Security Agreement" without making specific reference to this Security Agreement-Trust Deed Supplement, but nevertheless all such references shall be deemed to include this Security Agreement-Trust Deed Supplement unless the context shall otherwise require.

This Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement.

This Supplement shall be construed in accordance with and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Owner-Trustee has caused this Supplement to be executed, and The Connecticut Bank and Trust Company, National Association in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed on its behalf by one of its duly authorized officers.

WILMINGTON TRUST COMPANY, not
individually but solely as
Trustee under Soo Line Trust
No. 89-1

By: _____
Its: _____

AS OWNER-TRUSTEE

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION

By: 
Its: ASSISTANT VICE PRESIDENT

AS SECURITY TRUSTEE

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this ____ day of January, 1990, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, that said instrument was signed on behalf of said corporation in its capacity as Owner-Trustee under the Soo Line Trust No. 89-1 by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires _____

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 25th day of January, 1990, before me personally appeared V. Glunt, to me personally known, who being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

Dawn Piccoli Heintz
Notary Public

My commission expires:

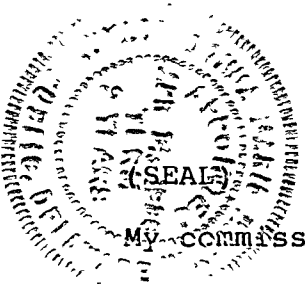
DAWN PICCOLI HEINTZ

NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this ____ day of January, 1990, before me personally appeared Norme Class, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed on behalf of said corporation in its capacity as Owner-Trustee under the Soo Line Trust No. 89-1 by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Norme Class
Notary Public

My commission expires April 14, 1990

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ____ day of January, 1990, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of The Connecticut Bank and Trust Company, National Association that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

SCHEDULE I

128 4,000 cu. ft. open top hopper cars, bearing Soo road numbers:

SOO 62131 through 62149 (both inclusive)

SOO 62151

SOO 62154

SOO 62155

SOO 62157 through 62165 (both inclusive)

SOO 62174 through 62185 (both inclusive)

SOO 62187 through 62189 (both inclusive)

SOO 62201 through 62203 (both inclusive)

SOO 62212 through 62257 (both inclusive)

SOO 62264 through 62282 (both inclusive)

SOO 62284 through 62298 (both inclusive)